

CUNNINGHAM BROADCASTING CORPORATION

**2000 W. 41st Street
Baltimore, Maryland 21211**

November 7, 2008

Mr. David Amy
Executive Vice President
Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, MD 21020

Dear Mr. Amy:

This Letter Agreement relates to the following agreements, as such agreements have been amended from time-to-time:

(i) Certain agreements pursuant to which certain subsidiaries of Sinclair Broadcast Group, Inc. (each a "Sinclair Subsidiary" and collectively the "Sinclair Subsidiaries") provide programming and other services to certain television stations owned by subsidiaries of Cunningham Broadcasting Corporation (the "Cunningham Subsidiaries") under the following Time Brokerage Agreements (each a "TBA" and, collectively, the "TBAs") or Program Services Agreements (each a "PSA" and, collectively, the "PSAs"):

- (a) a TBA dated July 1, 1999, relating to WTAT-TV;
- (b) a TBA dated May 31, 1996, relating to WMYA-TV (the "WMYA TBA");
- (c) a TBA dated July 1, 1998, relating to WVAH-TV;
- (d) a TBA dated July 1, 1998, relating to WRGT-TV;
- (e) a PSA dated July 24, 1995, relating to WNUV-TV (the "WNUV TBA"); and
- (f) a PSA dated November 5, 1996, relating to WTTE-TV (the "WTTE TBA").

Each of the above listed TBAs and PSAs, as amended, are collectively referred to in this Letter Agreement as the "Agreements," and each such television station listed

above is referred to in this Letter Agreement as a "Station" and collectively, as the "Stations";

and

(ii) Certain Common Voting Capital Stock Option Agreements (collectively, the "Option Agreements") pursuant to which Sinclair Broadcast Group, Inc. ("Sinclair") was granted an option to acquire certain shares of capital stock (the "Stock") of Cunningham from Carolyn Smith, the Carolyn Smith's Grandchildren's Trust I, the Carolyn Smith's Grandchildren's Trust II, the Carolyn Smith's Grandchildren's Trust III, and the Carolyn Smith's Grandchildren's Trust IV;

and

(iii) Certain Plan and Agreements of Merger dated September 3, 2003 by and between Columbus (WTTE-TV), Inc. (a Cunningham Subsidiary) and WNUV (WNUV-TV), Inc. and Sinclair (collectively, the "Merger Agreements");

and

(iv) Certain Asset Purchase Agreements by and among Feddora, Inc. and WRGT Licensee, LLC (as sellers) and Sinclair, Sinclair Television of Dayton, Inc. and WRGT Licensee, LLC (as buyers); Feddora, Inc. and WVAH Licensee, LLC (as sellers) and Sinclair, Sinclair Television of Nashville, Inc. and WVAH Licensee, LLC (as buyers); and Feddora, Inc. and WTAT Licensee, LLC (as sellers) and Sinclair, Sinclair Television of Charleston, Inc. and WTAT Licensee, LLC (as buyers) (collectively the "Asset Purchase Agreements");

and

(v) For purposes of this Letter Agreement, the term "Agreement" means, collectively, the TBAs, the PSAs, the Option Agreements, the Merger Agreements, and the Asset Purchase Agreements.

Sinclair and Cunningham Broadcasting Corporation ("Cunningham"), on behalf of themselves and their respective, applicable subsidiaries, hereby agree as follows:

1. The Agreements are hereby amended to provide that, beginning with calendar year 2008 and continuing thereafter during the Term of each of the Agreements, the following payments will be made to Cunningham in lieu of any other payments which would have been required under each of the Agreements in the absence of the entrance of Sinclair and Cunningham into this Letter Agreement:

(a) Within fifteen (15) days following each calendar month Sinclair shall reimburse Cunningham (i) for all expenses incurred by Cunningham in the operation of each of the Stations (the "Operating Expenses"); (ii) for all overhead related to the each of the Stations (the "Operating Overhead"); and (iii) all corporate overhead including interest on any existing bank debt (or on any debt incurred as a replacement for all or any part of the existing bank debt), but excluding (A) the repayment of any indebtedness or (B) income, capital, gross receipts-based or other similar-based taxes (the "Corporate Overhead") (the Operating Expenses, the Operating Overhead, and the Corporate Overhead are sometimes collectively referred to in this letter Agreement as the "Expenses"); provided, however, that (x) such Expenses are consistent with and not in the aggregate in excess of three percent (3.0%) (the "3% Limitation") of the amount set forth in a budget (the "Budget") mutually approved by Sinclair and Cunningham for each Station for such month; (y) in no event will any single non-Budgeted Expense in excess of Twenty Thousand Dollars (\$20,000) (the "\$20,000 Limitation") be reimbursed and (z) expenses will be reimbursed only after Cunningham scans (using a scanner which Sinclair will provide to Cunningham for such use) and uploads into Sinclair's general ledger computer system copies of invoices evidencing such expenses. Within sixty (60) days following the end of each calendar year beginning in calendar year 2008 and continuing thereafter during the Term, Sinclair and Cunningham will jointly reconcile the reimbursement of Expenses so that the application of the reimbursement up to the 3.0% Limitation is applied for each Station for the full calendar year immediately preceding rather than on a month-by-month basis. Interest on existing bank debt (or any debt incurred as a replacement for all or any part of the existing bank debt), as well as any non-Budgeted Expenses in any manner associated with (directly or indirectly) from Sinclair's or a Sinclair Subsidiary's performance under any applicable TBA or PSA (by way of example, but not by way of limitation, to fines or penalties imposed or assessed by the Federal Communications Commission relating to programming), shall be reimbursed directly by Sinclair and shall be specifically excluded from the 3% Limitation and the \$20,000 limitation. Still further (with regard to the 2008 Budget only), all one-time non-Budgeted Expenses, including legal expenses of Thomas & Libowitz, P.A. and a consulting fee in the amount of \$25,000 payable to George Cox associated with the negotiation and drafting of this Letter Agreement or with the modification of any Shareholder Trusts, shall be reimbursed by Sinclair and shall be specifically excluded from the 3% Limitation and the \$20,000 limitation for calendar year 2008.

(b) Sinclair will purchase and own any capital equipment purchased beginning with calendar year 2008 and continuing thereafter during the Term in accordance with the Budget or as is reasonably required (in the joint determination of Sinclair and Cunningham) for the efficient and lawful operations of each of the Stations; provided, Sinclair will permit Cunningham full use of such equipment, without charge or fee in order to permit Cunningham to meet its legal requirements as the FCC licensee of the Stations. Such right of Cunningham to use equipment, without charge, shall include all equipment associated with the Stations which is currently leased to Cunningham

pursuant to those certain operating leases, which leases will terminate as of the date of this letter agreement.

(c) Commencing with the month of June 2008, within fifteen (15) days following each of the remaining months of the Term of each of the Agreements, Sinclair will pay Cunningham a monthly fee of Fifty Thousand Dollars (\$50,000) in the aggregate (the "Aggregate Monthly Fee") for all of the Stations, prorated among the Stations as follows: (i) WTAT-TV - nineteen percent (19%); (ii) WMYA-TV - one percent (1%); (iii) WVAH-TV - twenty-two percent (22%); (iv) WRGT-TV - thirty-eight percent (38%); (v) WNUV-TV - eleven and five tenths percent (11.5%); and (vi) WTTE-TV - eight and five tenths percent (8.5%).

(d) Within seventy-five (75) days of the end of each calendar year beginning with calendar year 2008 during the Term (and if the Term expires prior to the end of a calendar year within seventy-five (75) days of such date), Sinclair will pay Cunningham a fee (the "Annual BCF Fee") with respect to each Station equal to the sum of (i) three percent (3.0%) of such station's actual broadcast cash flow ("BCF") which is between one hundred five percent (105.0%) and one hundred ten percent (110.0%) of such station's budgeted broadcast cash flow for such year ("Budgeted BCF"), plus (ii) five percent (5.0%) of such Station's BCF which is between one hundred ten percent and one hundred twenty-five percent of Budgeted BCF and (iii) seven and one-half percent (7.5%) of such Station's BCF which is in excess of one hundred twenty-five percent of Budgeted BCF. For purposes of the 2008 Calendar year payment obligation set forth in this paragraph 1(d) of this Letter Agreement, the Budgeted BCF for each Station for calendar year 2008 is as follows:

WTAT	\$3,461,241
WMYA	\$2,203,371
WVAH	\$3,761,543
WRGT	\$7,879,946
WNUV	\$10,742,062
WTTE	\$20,906,810

During the ninety (90) day period preceding each subsequent year, Cunningham and Sinclair shall negotiate in good faith to determine a Budgeted BCF for such year. In order to facilitate such negotiations, no later than September 15th of each year Cunningham shall provide Sinclair with a proposed budget for the following calendar year in a form acceptable to Sinclair, providing the detail behind each line item. For purposes of the calculation of the Annual BCF Fee set forth in this paragraph 1(d), the BCF of each station shall be determined in accordance with the historical manner in which Sinclair has determined the broadcast cash flow of the Stations generally, without reducing broadcast cash flow by the amount of the Annual BCF Fees paid to Cunningham pursuant to this paragraph 1(d).

(e) Within seventy-five (75) days following each calendar year beginning with calendar year 2008 (but only for that portion of calendar year 2008 beginning on July 1, 2008) during the Term (or if the Term expires prior to the end of a calendar year, within seventy-five (75) days of such date), Sinclair will pay Cunningham a fee equal to fifty percent (50.0%) of the excess, if any, of (i) the sum of (x) the Expenses set forth in the Budget plus (y) the total Aggregate Monthly Fees paid over (ii) the actual amount paid to Cunningham pursuant to paragraph 1(a) of this Letter Agreement; provided, such calculation will be made without regard to any interest savings realized as a result of the substitution of Cunningham's indebtedness to a third party with debt from Sinclair in accordance with paragraph 3 of this Letter Agreement.

(f) Concurrently with the closing of the acquisition, directly or indirectly of the license or the licensee of any of the Stations by Sinclair (whether under the Option Agreement, the Merger Agreements, Asset Purchase Agreements, or otherwise), Cunningham shall credit Sinclair, as a reduction to the purchase price to be paid by Sinclair, an amount equal to seventy-five percent (75%) of the sum of all payments made by Sinclair to Cunningham with respect to any period prior thereto pursuant to paragraphs 1(c) and 1(d) of this Letter Agreement (as allocated to each applicable station in accordance with the percentages contained in paragraph 1(c) of this Letter Agreement), plus interest compounded on such payments at an annual rate of ten percent (10.0%) computed from the date of actual payment by Sinclair (reduced by any prior payments made pursuant to this paragraph 1(f)).

(g) The termination provisions of Sections 9.2(c) and 9.3(c) of the Merger Agreements, the Option Agreements and the Asset Purchase Agreements shall be extended for an additional ten (10) calendar years from the date of this Letter Agreement.

(h) The terms of the WMYA TBA, the WNUV TBA and the WTTE TBA shall each be extended for an additional period ending July 1, 2018.

2. Promptly following the execution of this Letter Agreement, Sinclair and Cunningham shall endeavor to jointly agree on the Budget for calendar year 2008, which shall be prepared in a manner consistent with the historical spending by Cunningham for operations of the Stations and Corporate Overhead.

3. Sinclair shall have the right at any time during the term of the Agreements to cause Cunningham to replace a portion of Cunningham's then existing indebtedness (the "Existing Indebtedness") with a loan from Sinclair (the "Sinclair Loan") in an amount not in excess of the amount permitted by the applicable FCC Rules then in effect; provided, however, such loan from Sinclair must be reasonably acceptable to Cunningham and under the same terms and conditions as the Existing Indebtedness, saving and excepting the interest rate, which must be less than the interest rate being paid by Cunningham on the Existing Indebtedness (or the portion thereof) being replaced by the Sinclair Loan; provided further, that while any Sinclair Loan is outstanding, Sinclair

Mr. David Amy
November 17, 2008
Page 6 of 7

shall, within fifteen (15) days following each month pay to Cunningham an amount equal to fifty percent (50.0%) of the difference between (a) the interest which would have been due from Cunningham had the Existing Indebtedness (or applicable portion thereof) remained in place and (b) the actual interest owed on the Sinclair Loan.

4. In the event that Cunningham reduces the amount of its Existing Indebtedness at any time other than through a Sinclair Loan, Sinclair shall within fifteen (15) days following each subsequent month pay to Cunningham fifty percent (50.0%) of the interest savings received by Sinclair with respect to the immediately preceding month as a result of such reduction.

5. Cunningham shall comply with the following written financial reporting obligations during the terms of the TBAs and the PSAs:

a. No later than the 5th business day following each calendar quarter, Cunningham shall provide Sinclair with a comparison of quarterly budget for such prior quarter to actual and forecast including explanations for variances exceeding \$5,000 and 5%; and

b. No later than the 5th business day following each calendar quarter, Cunningham shall provide Sinclair with an explanation of all material cost savings realized during the prior calendar quarter as compared to budget; and

c. No later than the 9th business day following each calendar month, Cunningham shall provide Sinclair with a forecast for the remainder of the calendar year (with actual results for all previous months) in the same format and providing the same line item detail as used in the annual budget for both BCF and income statement items.

6. All of the terms and conditions of the Agreements, as amended and renewed prior to the date hereof, are hereby ratified and confirmed and except as expressly amended hereby the Agreements remain in full force and effect without modification thereto.


7. All of the capitalized terms used in this Letter Agreement, not otherwise defined in this Letter Agreement, have the meaning ascribed to such terms in each of the respective Agreements.

Mr. David Amy
November ~~17~~¹⁸, 2008
Page 7 of 7

8. This Letter Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

Sincerely yours,

CUNNINGHAM BROADCASTING CORPORATION

By: 
Name: _____
Title: _____

Accepted and agreed to this _____
day of November, 2008

Sinclair Broadcast Group, Inc.

By: _____
Name: _____
Title: _____